

**Fill in this information to identify the case:**

Debtor 1 Michal Ginszt

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Northern District of Illinois  
(State)

Case number 20-20557

Official Form 410S1

## Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: BMO Harris Bank N.A.

Court claim no. (if known): 17

Last 4 digits of any number you use to  
Identify the debtor's account: 8620

**Date of payment change:**  
Must be at least 21 days after  
date of this notice 07/01/2021

**New total payment** \$220.05  
Principal, interest, and escrow, if  
any

### Part 1: Escrow Account Payment Adjustment

**1. Will there be a change in the debtor's escrow account payment?**

- ☒ No  
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \_\_\_\_\_ New escrow payment: \_\_\_\_\_

### Part 2: Mortgage Payment Adjustment

**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

- ☐ No  
☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate 3.750 % New interest rate: 3.000 %  
 Current principal and interest payment: \$199.00 New principal and interest payment: \$187.25

### Part 3: Other Payment Change

**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

- ☒ No  
☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_  
 Current mortgage payment: \$ New mortgage payment: \$

Debtor 1 Michal Ginszt  
First Name Middle Name Last Name

Case number (if known) 20-20557

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.  
☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

✕ /s/ Peter C. Bastianen  
Signature

Date 4/28/2021

Print Peter C. Bastianen  
First Name Middle Name Last Name

Title Attorney for Creditor

Company Codilis & Associates, P.C.

Address 15W030 North Frontage Road, Suite 100  
Number Street

Burr Ridge IL 60527  
City State ZIP Code

Contact phone (630) 794-5300

Email bkpleadingsNORTHERN@il.cslegal.com

File #14-20-06122

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that I have served a copy of this Notice upon the parties listed below, as to the Trustee and Debtor's attorney via electronic notice on April 28, 2021 and as to the debtor by causing same to be mailed in a properly addressed envelope, postage prepaid, from 7140 Monroe Street, Willowbrook, IL 60527 before the hour of 5:00 PM April 28, 2021.

Marilyn O Marshall, Chapter 13 Trustee, 224 South Michigan Ste 800, Chicago, IL 60604 by electronic notice through ECF  
Michal Ginszt , Debtor(s), 3152 N. Melvina Ave., Apt. 205, Chicago, IL 60634  
Arthur Corbin, Attorney for Debtor(s), 636 S. River Rd., Suite 201, Des Plaines, IL 60016 by electronic notice through ECF  
Office of U.S. Trustee, 219 S. Dearborn St., Room 873, Chicago, IL 60604 by electronic notice through ECF

/s/ Peter C. Bastianen

Berton J. Maley ARDC#6209399  
Rachael A. Stokas ARDC#6276349  
Peter C. Bastianen ARDC#6244346  
Joel P. Fonferko ARDC#6276490  
Brenda Ann Likavec ARDC#6330036  
Terri M. Long ARDC#6196966  
Codilis & Associates, P.C.  
15W030 North Frontage Road, Suite 100  
Burr Ridge, IL 60527  
(630) 794-5300  
File #14-20-06122

NOTE: This law firm is a debt collector.

PERSONAL INFORMATION REDACTED

MICHAL GINSZT  
APT 205  
3152 N MELVINA AVE  
CHICAGO, IL 60634

04/20/2021

RE: Loan Number:

## Changes to Your Mortgage Interest Rate and Payments on 06/01/2021

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 12 month period during which your interest rate stayed the same. That period ends on 06/01/2021, so on that date your interest rate and mortgage payment change. After that, your interest rate may change every 12 month(s) for the rest of your loan term.

	<i>Current Rate and Monthly Payment</i>	<i>New Rate and Monthly Payment</i>
Interest Rate	3.75000%	3.00000%
Principal	\$100.80	\$109.19
Interest	\$98.20	\$78.06
Escrow (Taxes & Insurance)	\$32.80	\$32.80
Other	(None)	(None)
Subsidy	(None)	(None)
Total Monthly Payment	\$231.80	\$220.05
		Due 07/01/2021

### Interest Rate:

We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is 0.28775% and your margin is 2.75000%. Your index is the 1 YEAR LIBOR - WSJ which is published every 1 day(s) IN THE WALL STREET JOURNAL. Your new interest rate was rounded to the nearest 0.12500%.

### Rate Limits:

Your rate cannot go higher than 11.50000% over the life of the loan. For the interest rate being calculated for this change, your rate cannot increase more than 2.00000% from the interest rate from the preceding period. Over the life of the loan, your interest rate can increase every 12 month(s), no more than 2.00000% per all subsequent Change Dates.

### SCRA Protected Loan:

If you are a servicemember formally approved to receive SCRA benefits whose Active Duty start date was after the origination date of your loan, please note the following. We are required by law to disclose the information in this notice based on the contractual interest rate change requirements contained in your promissory note, which may result in a disclosed interest rate higher than 6%. However, please be aware that during your period of military service and the required period thereafter, your loan will not bear an interest rate greater than the 6% maximum rate of interest cap per SCRA, 50 U.S.C. §3937.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. Your new interest rate is based on the 1 YEAR LIBOR - WSJ, your margin, the rounding of your interest rate and applicable rate limits. Your new payment is based on your interest rate of 3.00000%, your loan balance of \$31,222.60, and your remaining loan term of 216 month(s). **If you have any questions regarding this Notice, to contact an ARM Loan Representative, send an email to [specloansproxy@yourmortgageonline.com](mailto:specloansproxy@yourmortgageonline.com) or call 1-855-290-4759 between 7:30 am and 7:00 pm CST, Monday-Friday.**

If your ARM includes a default interest rate feature to be triggered for failure to comply with one or more terms of your ARM (Event of Default), in the Lender's sole discretion and without waiving any of its other rights or remedies, after the occurrence of an Event of Default, interest will accrue at the default interest rate specified in your ARM loan documents, or such lesser rate as the Lender may determine, effective as of the date specified in your loan documents, and until the default is remedied or cured, if curable. If a default interest rate is triggered, you will receive a separate notice advising you of the Event of Default, the applicable default interest rate and adjusted monthly payment. Where an Event of Default has occurred and the default interest rate is in effect, the New Interest Rate and Monthly Payment disclosed in this ARM Notice will not be implemented until such time as the Event of Default has been remedied or cured, if curable, and the default interest rate is suspended as outlined in your ARM loan documents. You will receive a separate notice of the suspension of any default interest rate.

### Prepayment Penalty:

[None]

**THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT IN VIOLATION OF THE AUTOMATIC STAY OR THE DISCHARGE INJUNCTION OR AN ATTEMPT TO RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.**

**RESPA Notices of Error and Requests for Information:** RESPA Notices of Error and Requests for Information must be sent only to the following address, including the specific Attention line noted: Attention: Mail Stop NOE 1290, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945.

INDEX DETAILS – CONFIRMATION OF INDEX NAME AND INDEX PUBLICATION SOURCE

Dear MICHAL GINSZT:

INDEX DETAILS: There may have been occurrences in which interest rate change notices were sent with the index name and publication source inadvertently missing. Please be assured that the index has been and remains 1 YEAR LIBOR - WSJ as published every 1 day(s) IN THE WALL STREET JOURNAL.

All calculations continue to be based upon the correct index. We apologize for any confusion this may have caused.

If you would like a corrected copy of a past interest rate change notice, please send your request in writing to:

Address: 1 Corporate Drive, Lake Zurich, IL 60047  
Email: [custserv@yourmortgageonline.com](mailto:custserv@yourmortgageonline.com)

If you have any questions regarding this Notice, call 1-855-290-4759, Monday through Friday, 7:30 am to 7:00 pm.

Sincerely,

Special Loans Department

